

Photo 6. Bechara Channel north. Structure at left is the existing pump house. Note how canal is choked with vegetation.

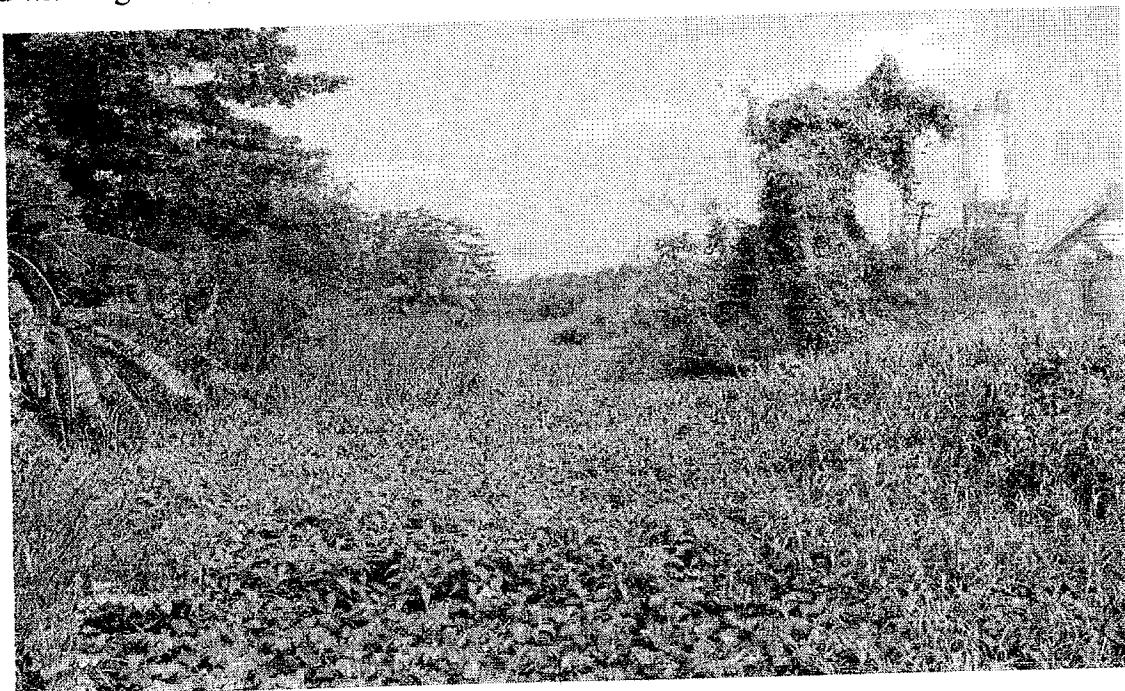
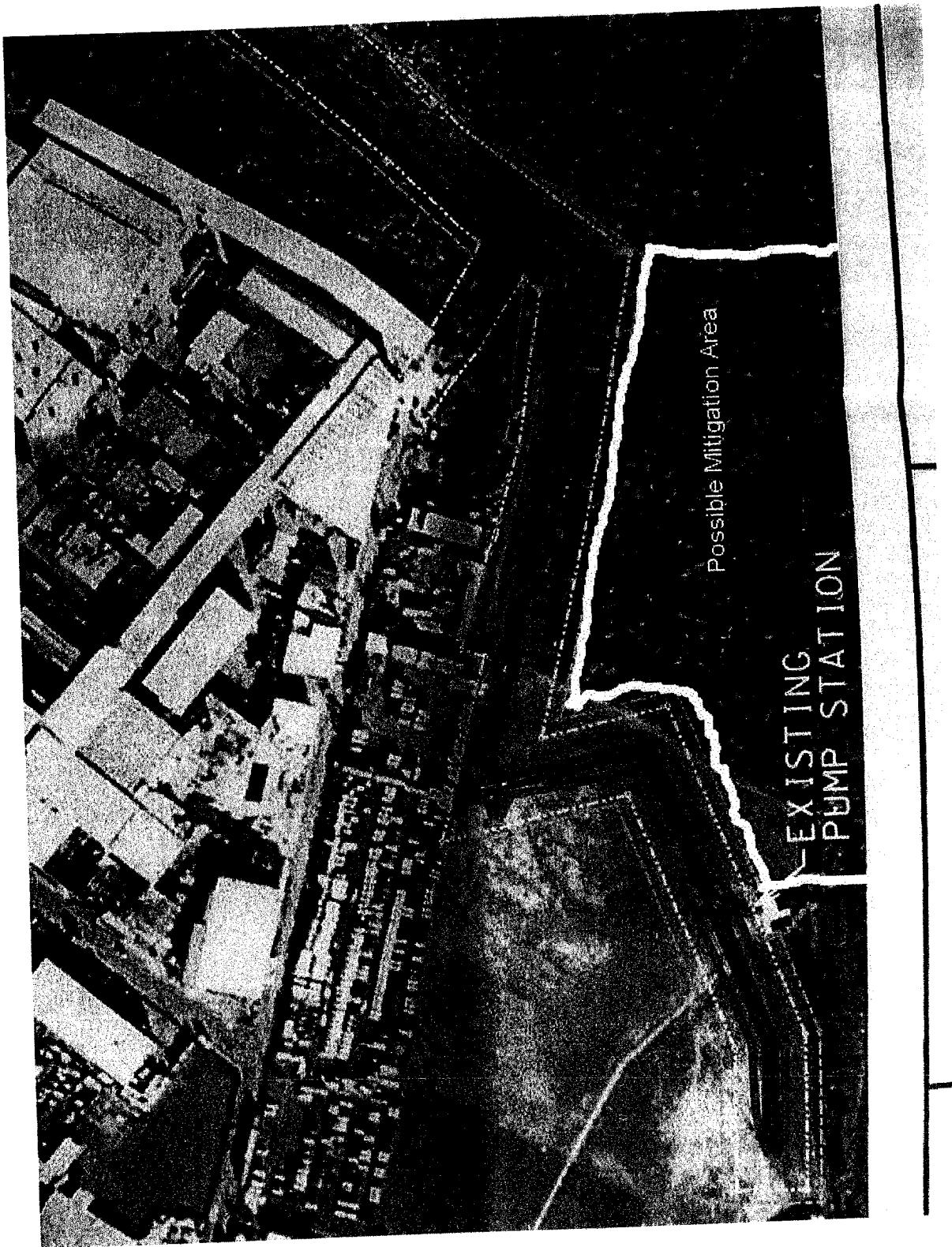


Photo 7. Bechara Channel south.

Photo 8. Area south of the Margarita Levee which could be used as a compensatory mitigation site.





United States Department of the Interior

FISH AND WILDLIFE SERVICE

Boqueron Field Office
P.O. Box 491
Boqueron, Puerto Rico 00622

November 12, 1999



Mr. James C. Duck
Chief, Planning Division
US Army Corps of Engineers
PO Box 4970
Jacksonville, Florida 32232

Re: Supplemental EIS Rio Puerto Nuevo

Dear Mr. Duck:

This is in reply to your request for comments concerning the adjustment to the existing flood control plan to include the Bechara Industrial Area. The Corps is considering several options to be carried out in an existing mitigation area that was to be preserved in perpetuity. This area known as the Rupert Armstrong Farm was supposed to be preserved in perpetuity as mitigation for the New Center for San Juan project. Utilization of this property in spite of it being a mitigation wetlands, will result in additional losses of its wetlands functions and values.

The Bechara area already has a proposed flood control project which was designed by the firm of Nazario & Associates. Our office was involved in the coordination of this plan during its design phase, to assure that adjacent wetlands would not be adversely impacted. We recommended that some of the wetlands be used for flood water storage areas as part of a possible enhancement measure. A permit for Phase I of the project was issued by the Corps (1996-03058 LP-DD) and Work on this project has already started. The proposed plan is not consistent with the previously proposed and permitted project and will impact more wetlands than the Nazario plan. The preferred alternative, Option 2, will not only directly impact 12.6 acres of wetlands, but the proposed inflow ditch will effectively drain the remaining mangroves in the port area. At least 8 acres are comprised of basin mangrove wetlands part of which are being proposed as the preferred disposal site. The Service has repeatedly recommended denial of permit applications by PR Ports Authority and PR Industrial Development Company for filling of mangrove in this area.

We believe all the options presented are designed to rely too much on structural features through wetlands. The proposed options will also facilitate the development of wetlands within the port area either through direct filling or drainage. The options do not offer any additional mitigation for a flood control project whose cumulative impacts have been expanding since its inception and where mitigation has not kept abreast of the additional impacts.

Based on the above we recommend the following:

- 1) The Corps should reconcile its proposed plan with existing flood control plans.
- 2) All levees should be placed adjacent to the existing Bechara Industrial Park, not way from it. The proposed levee alignment will isolate wetlands and subject them to development. This is already occurring in some areas in anticipation of the flood control work.
- 3) Alternative spoil disposal sites such as the San Juan land fill should be explored.
- 4) Beneficial use of dredge spoil should also be considered within San Juan Bay.
- 5) An updated mitigation plan for the entire project should be developed, incorporating all the changes that have occurred over time. The current mitigation plan has become confusing with all the changes that have been made to the project.

Thank you for the opportunity to comment on this action, if you have any questions please contact Felix Lopez of my staff at 787-857297 ext. 26.

Sincerely,



James P. Oland
Field Supervisor

fhl

cc:

DNER, San Juan
COE, Planning, San Juan
COE, Regulatory, San Juan
EPA, New York
EPA, San Juan
CZM, Washington, DC
NMFS, Miami
EQB, Scientific Assessment Division
ARPE, San Juan
PRPB, San Juan
USFS, San Juan

AUG 20 2001

Planning Division
Environmental Branch

Ms. Susan Silander
Acting Field Supervisor
Attn: Mr. Felix Lopez
U.S. Fish and Wildlife Service Boqueron Field Office
P.O. Box 491
Boqueron, Puerto Rico 00622

Dear Ms. Silander:

This letter is in reference to the Draft Coordination Act Report (CAR) dated July 10, 2001, sent by your agency for the Bechara Industrial Area (BIA). This was written in accordance with Section 2(b) of the Fish and Wildlife Coordination Act (48 Stat. 401, as amended; 16 USC 661).

You stated concerns for the approximately 1-acre area of mangrove, which exists between the actual BIA development area and the existing Puerto Rico Electric Power Authority (PREPA) maintenance easement. Your concerns were in regard to that area south of the BIA and north of the PREPA maintenance easement, becoming devoid of the tidal influence of the periodic overflowing of the Margarita Creek Channel. Your agency's Draft CAR recommended relocation of the levee from the current location of the easement of the PREPA to a location immediately adjacent and to the south of BIA. The reason that you point this out is your fear that the area between BIA and the PREPA easement, designated Parcels 10-C2 and 10-C3, would be left without hydrologic irrigation and would be subject to invasive encroachment. You further stated that the language of the conservation easement placed on Armstrong Parcels specifically allowed work, which was related to the work of the U.S. Army Corps of Engineers (USACE) in the Puerto Nuevo River.

The USACE has considered your recommendations. These will not be incorporated into the planned work for the following reasons:

1. All and any activity throughout the Armstrong Parcels is prohibited by the conservation easement's covenants found in pages 5 and 6 of the document (copy enclosed). The specific exception for the mitigation area, allowing work there incident to the Puerto Nuevo River work, specifically refers to Parcel 10-C1, which is the one to the south of the PREPA easement. It does not refer to your area of concern, Parcels 10-C2 and 10-C3, which lie to the north of the PREPA easement. Parcels 10-C2 and 10-C3 would still receive hydrological input from the overflowing of the adjoining Puerto Nuevo River, as well as from runoff water from the adjoining BIA, which is set at a higher elevation. The functionality of those wetlands in Parcels 10-C2 and 10-C3 would be maintained even if water flow from the south were to be completely cut off by repair of any existing breaches in the 4-foot high, existing PREPA maintenance easement.

2. The USACE is specifically mandated not to impact wetlands whenever this can be avoided.

Thank you for your input. On July 10, 2001, you requested a copy of the mitigation plan for this work. We will send you a copy of the mitigation plan as soon as it's developed.

Sincerely,

James C. Duck
Chief, Planning Division

Enclosures

bcc: CESAJ-DP-I (Gonzalez)
CESAJ-DS

SEP-17-1997 15:19

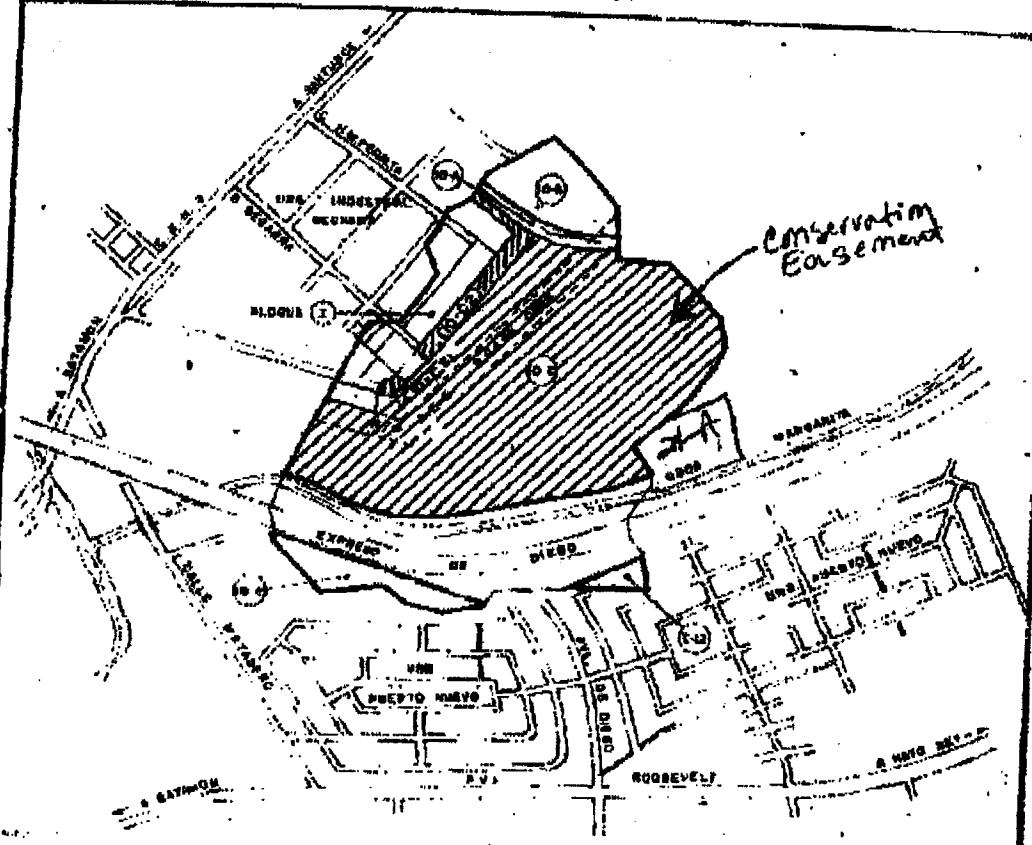
USACE-REAL ESTATE SN

8092897976 P.02

NUM. DE FINCA 75-34
 NUM. DE ZONIFICACION 2
 NUM. DE CODIFICACION PG2-000-000-000-00

SUSCEPTIBLES A INUNDACIONES ZONA

ADMINISTRACION DE TERRENOS
PLANO DE SITUACION



TERRENOS ADQUIRIDOS DE

FAMILIA RUPERT AMBRYNONG

100,547.7 COAS.

PLANO DE MITIGACION

CUERPO DE INGENIEROS PARA RESERVA 71,4590 COAS. (NO VENTA)

10-02 FERRETERIA MADERA 3C INC	2,8104 COAS. VENDIDO
10-03 " "	0,2882 VENDIDO

NOTA:

(SEÑALE (I) - DEL PREDIO I-I AL I-II EN EL PLANO DE MENSURA)



MUNICIPIO: RIO PIEDRAS	ADQUISICION Y VENTA	PLANOS DE REFERENCIA	ESCALA 1:10,000
DARMO: GOBERNADOR PINERO FECHA: AGOSTO 21, 1991	USO: REMANENTE	SB-AM-75	HOJA NUM 1 DE 1 PREDIO NUM. 62

OPTIONAL FORM 98 (7-85)

FAX TRANSMITTAL	
To: Steve Tinsley	# of Pages ▲ 1
Dept./Agency: Buckner Miller	From: _____
Fax # X 34442	Phone # _____
GENERAL SERVICES ADMINISTRATION	

NSN 7540-01-317-7388 5099-101

Concord 2A

NUMBER NINE

DEED OF SEGREGATION AND DEDICATION

OF PARCEL TO NATURAL RESERVE

---In the Municipality of San Juan, Commonwealth of Puerto Rico on Sixth (6) day of September Nineteen Ninety (September 6, 1990).---

BEFORE ME

JOSE ELADIO FIGUEROA GONZALEZ

Attorney-at-Law and Notary Public in and for the Commonwealth of Puerto Rico, with residence in the Municipality of San Juan, and an office in the Municipality of San Juan, Puerto Rico.

APPEAR

---OF THE ONLY PART: THE PUERTO RICO LAND ADMINISTRATION, an instrumentality of the Commonwealth of Puerto Rico created by Act Number Thirteen (13) of May sixteen (16), nineteen hundred and seventy-two as amended, represented herein by its Executive Director, Mister Pedro Hernandez Purcell, of legal age, married executive and resident of San Juan, Puerto Rico. (This party will hereinafter referred to as "the Administration"). The Social Security of this part is sixty nine dash zero sixty six dash zero one hundred three (69-066-0103).---

---I the Notary attest that I am personally acquainted with the appearing party, who assures me that they have, and in my judgement they do have, the legal capacity to execute this deed, whereupon freely and of their own will and accord they.---



OPTIONAL FORM 5017-01 FAX TRANSMITTAL	
8 Pages	
17 Sept 90	
To: Third Party Receiver	
From:	
Dept/Agency:	
Phone:	
Re: Deed No. 9 of Segregation & Dedication	
of Parcel to Natural Reserve	
NSN 5400 00 0000 0000	

2-

STATE

---FIRST: The appearing party is the owner in fee simple (pleno dominio) of certain parcels of land described in the Spanish language as follows:

PARCELA "10-A":

"URBANA: Parcela de terreno localizada en el barrio Monacillos del término municipal de San Juan, con una cabida de dos punto tres mil ochocientos cuarenta y cinco (2.3845) cuerdas, equivalentes a noventa y tres (93) áreas y setenta y uno punto nueve mil seiscientos noventa y ocho (71.9698) centíreas, nueve mil trescientos setenta y uno punto nueve mil seiscientos noventa y ocho (9,371.9698) metros cuadrados, en lindes: por el Norte y Sur, con terrenos de la Administración de Terrenos; por el Este y Oeste, con terrenos del Municipio de San Juan".

PARCELA "10-B":

"URBANA: Parcela de terreno localizada en el barrio Monacillos del término municipal de San Juan, con una cabida de ocho punto mil cuatrocientas ochenta y siete (8.1487) cuerdas, equivalentes a cero tres (03) hectáreas, veinte (20) áreas y veintisiete punto siete mil quinientos sesenta y nueve (27.7569) centíreas, treinta y dos mil cero veintisiete punto siete mil quinientos sesenta y nueve (32.027.7569) metros cuadrados, en lindes: por el Norte, Este y Oeste, con terrenos del Municipio de San Juan y por el Sur, con terrenos de la Administración de Terrenos".

PARCELA "10-C":

"URBANA: Parcela de terreno localizada en el barrio Monacillos del término municipal de San Juan, con una cabida de setenta y cinco punto cuatro mil seiscientos sesenta y seis (75.4666) cuerdas, equivalentes a veintinueve (29) hectáreas, sesenta y seis (66) áreas y trece punto siete mil ciento dieciocho (13.7118) centíreas, doscientos noventa y seis mil seiscientos trece punto siete mil ciento dieciocho (296.613.7118) metros cuadrados, en lindes: por el Norte, con la Calle J.A. Erndt, Gulf Trading Co., Tropical Produce, Inc., Yuyo Carrasquillo, Empresas Arturo Diaz, Administración de Terrenos y el Municipio de San Juan; por el Sur, con el Expresso De Diego, el Municipio de San Juan y Empresas Arturo Diaz; por el Este, con el Municipio de San Juan y por el Oeste, con Américo Estrada Rivera, Tropical Produce, Inc., Yuyo Carrasquillo, Empresas Arturo Diaz y el Municipio de San Juan".



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PARCELA "10-E":

"URBANA: Parcela de terreno localizada en el barrio monacillos del término municipal de San Juan, con una cabida de cinco punto mil setecientos diez y nueve (5.1719) cuerdas, equivalentes a cero dos (02) hectáreas, cero tres (03) áreas y veintisiete punto seis mil cuarenta y seis (27.6046) centíareas, veinte mil trescientos veintisiete punto seis mil cuarenta y seis (20,327.6046) metros cuadrados, en lindes: por el Norte con el Expreso de Diego; por el Sur, con Puerto Nuevo Realty y Solares de Puerto Nuevo Norte; por el Este con el Expreso De Diego y por el Oeste con Puerto Nuevo Realty".

-----TITLE AND ENCUMBRANCES-----

---Title is recorded in the name of The Administration at Page Two Hundred Forty Three (43) of Volume Six Hundred Sixty Eight (668) of Monacillos Registry of Property of San Juan, Property Number Twenty One Thousand Seven Hundred Twenty Six (21,726).

---The above described property is free of liens and encumbrances.

-----SEGREGATION-----

---Pursuant to a resolution of the Puerto Rico Planning Board the Puerto Rico Land Administration hereby segregate from Parcel "10-C" of the above described property a parcel of land described in spanish language as follows:

---PARCELA "10-C1"

---"URBANA: Parcela de terreno localizada en el barrio Monacillos del término municipal de San Juan, con una cabida de setenta y uno punto cuatro mil quinientos noventa (71.4590) cuerdas, equivalentes a veintiocho (28) hectáreas, cero ocho (08) áreas y sesenta y dos punto tres mil setecientos veintinueve (62.3729) centíareas, doscientos ochenta mil ochocientos sesenta y dos punto tres mil setecientos veintinueve (280,862.3729) metros cuadrados, y en lindes: por el Norte, con terrenos de la Administración de Terrenos (Parcelas "10-C-2", "10-C-3" y "10-C-4") y con terrenos propiedad Tropical Product, Inc., y con el Rio Puerto Nuevo (Predio "10-A"); por el Sur, con terrenos de la Autoridad de Carreteras (Expreso de Diego) y con terrenos del Municipio de San Juan; por el Este, con los terrenos del Municipio de San Juan y por el Oeste, con terrenos propiedad de Emérito Estrada Rivera (Auto Izuso de Puerto Rico)".



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A través de dicha parcela discurre en dirección Norte-Suroeste y Este-Oeste una servidumbre de paso de ciento cincuenta (150) pies de ancho inscrita a favor de la Autoridad de Energía Eléctrica para el mantenimiento y conservación de las líneas eléctricas existentes.

The Administration establishes that after the segregation of Parcel "10-C-1" from Parcel "10-C" the remenant of the Property is as follows:

---Parcels "10-A", "10-B" and "10-C" area the same and the remandnt of Parcel "10-C" is as follows:

PARCELA "10-C2"

"URBANA: Parcela de terreno localizada en el barrio Monacillos del término municipal de San Juan, con una cabida de dos punto ocho mil ciento cuatro (2.8104) cuerdas, equivalentes a once mil cero cuarenta y seis punto mil novecientos tres (11,046.1903) metros cuadrados, en lindes: por el Norte y Este, con terrenos de la Administración de Terrenos; por el Oeste, con las Empresas Arturo Diaz, Yuyo Carrasquillo y la Calle Segarra y por el Sur, con la Empresa Tropical Produce, Inc."

PARCELA "10-C3":

"URBANA: Parcela de terreno localizada en el barrio Monacillos del término municipal de San Juan, con una cabida de cero punto dos mil seiscientos ochenta y dos (0.2682) cuerda, equivalente a mil cero cincuenta y cuatro punto mil cuatrocientos once (1,054.1411) metros cuadrados, en lindes: por el Norte con la Empresa Tropical Produce, Inc.; por el Sur y este con la Administración de Terrenos y por el Oeste con Gulf Trading Company y la Calle J.A. Erndt".

PARCELA "10-C4"

"URBANA: Parcela de terreno localizada en el barrio Monacillos del término municipal de San Juan, con una cabida de cero punto nueve mil doscientos ochenta y nueve (0.9289) de cuerda, equivalente a tres mil seiscientos cincuenta y uno punto cero cero setenta y cinco (3,651.0075) metros cuadrados, en lindes: por el Norte, con la Calle J.A. Erndt; por el Sur y Este con la Administración de Terrenos y por el Oeste con América Estrada Rivera (Isuzu de Puerto Rico)".



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---The map Number Fifty Nine Dash M Eighty Seven-(R) (59-M-87 (R)) dated August Twenty Nine (29) Nineteen Ninety of Puerto Rico Land Administration shows the corresponding physical locations of Parcel "10-C1".-----

A. DESCRIPTION OF THE CONSERVATION EASEMENT AREA:

----The Administration is entering into an agreement with the Corps of Engineers of the Department of Army of the United States of America ----- (hereinafter referred to as the Corps of----- Engineers) to be able to develop the New Center of San Juan. As a partial fulfillment of this----- agreement, the Administration hereby dedicates the Parcel "10-C-1" to a natural reserve for preservationpurposes in perpetuity.-----

----The Administration by this deed creates----- conservation easements in perpetuity on the above-parcels to guarantee the preservation of a total-- of these natural areas will be properly registered in the Registry of Property of Puerto Rico.-----

B. COVENANTS BY THE LAND ADMINISTRATION:

1. No dwellings, buildings, or any ----- other structures shall be built within the----- easement area and the vegetation or hidrology-- of the described easement area will not be ----- altered in any way or by any means including: One (1) cutting or mowing; two (2) cultivation; Three (3) grazing; Four (4) haversting wood products; Five (5) burning; Six (6) placing of refuse, --- sewage, or other debris; or Seven (7) draining,--- dredging, channeling, filling, discing, pumping, diking, impounding, and any related activities-- which in any way could alter, modify change or---- disturb the easement area identified as-----L



Parcel "10-C1", except that can be used as part of--
the development of the Rio Puerto Nuevo Flood-----
Control project, maintenance of the electric-----
lines located at the property and for the-----
construction of the future Puerto Nuevo Avenue in
area of approximately five point four (5.4) cuerdas
as shown in the map number Fifty Nine Dash M -----
Eighty Seven (R) (59-M-87-(R) dated August Twenty
Nine (29) Nineteen Ninety (1990) of Puerto Rico
Land Administration.-----

C. GENERAL PROVISIONS:-----

1. The agreed upon purposes of this-----
reservation are the preservation of the wetland---
areas existing as of the date of this covenant as-
well as the protection of plant and animal habitat
and populations.-----

2. This easement reservation does not -----
authorize public entry upon or use of the land,
except as above mentioned.-----

3. This easement shall be binding on the-----
Puerto Rico Land Administration and its successors
or assigns.-----

----- RESTRICTIVE COVENANT-----
-----The Administration considering an agreement--
with the Corps of Engineers of the Department of--
the Army of the United States of America-----
(Hereinafter referred to as Corps of Engineers)---
establishes as a partial fulfillment of said----
agreement, a restrictive covenant upon said----
properties declaring the same natural reserve and
stating that said properties will be maintained in
these natural and pristine unchanged condition in
perpetuity. No manmade alteration of said ----
properties, will be permitted that in any way may



affect, alter, change, diminish, destroy the-----
natural condition of the property, except as above-
mentioned.-----

-----The Corp of Engineers, in consideration of--
the restrictive covenant upon said parcel to a -
natural reserve and as partial mitigation of-----
environmental damage caused by the placement of--
fill material and development on wetlands in ----
properties of the New San Juan Center, will accept
this conservation easement for work carried out--
as shown on permit Eight Hundred Seventy One PM-
dash Twenty Thousand Nine Hundred Thirteen-----
(871PM-20913) in the New San Juan Center-----
described as follows:-----

-----"Area of land comprised with the following-
limits: On the North by the Martin Peña-
Channel, on the South by the northern---
abuttal-----
-----of plots located at the North of O'Neill--
Street,-----
-----the same O'Neill Street, and in the-----
-----section-----
-----of comprised between Muñoz Rivera Avenue--
-----and-----
-----Uruguay Street, Franklin Delano Roosevelt-
-----Avenue-----
-----and its prolongation; on the East by-----
-----Uruguay-----
-----Street from the prolongation of Franklin--
-----Delano-----
-----Roosevelt Avenue up to Quisqueya Street--
-----and-----
-----Martin Peña Channel; on the West by César-----
-----González Avenue-----
-----The Administration represents and warrants---
that it will not propose or develop any project
nor will it transfer; cede, relay, mortgage, sell
nor in any way cause the destruction, diminishment,
alteration, or affectation of this covenant upon
the Parcel "10-C1". Notice shall be incorporated
into the corresponding Registry of Property.---
---SECOND: For purpose of the Registry of the---
Property only the Administration assign the fol-
lowing value to the Parcel "10-C1".-----



EIGHT MILLION FOUR HUNDRED THIRTY THOUSAND SEVEN
HUNDRED DOLLARS (\$8,430,700).-----

---I, the Notary, made to the appearing party the necessary legal warning concerning the execution of this Deed and they were fully advised by me---thereon. I advised the appearing party of their right to read this Deed by themselves, which they did, and to have witnesses present at its execution, which they waived.-----

----After having read this Deed, the appearing party fully ratified and confirmed the statements contained therein as the true and exact embodiment of their stipulation, terms, and conditions.-----Where upon, they signed their initial on the margin of each and every page of this Deed and signed it before me. I, the Notary, ATTEST AND GIVE-----FAITH.-----

FIRMADO: PEDRO HERNANDEZ FURCELL _____
FIRMADO, SIGNADO, SELLADO Y RUBRICADO: _____
JOSE ELADIO FIGUEROA GONZALEZ _____

Esta copia es igual que su original consta de ocho (8)folios.
En cada una de las páginas del original de este escrito aparecen estampados las iniciales de los abogados, el sello y la rúbrica del Notario.

... Hay adheridos y cancelados el de Impuesto Notarial del Colegio de Abogados, el de no cancelación de sellos de Rentas Internas por estar este documento exento del pago de Derechos.

... PRIMERA COPIA CERTIFICADA que concuerda bien y fielmente con su original, que bajo el número leviado obra en mi protocolo corriente de instrumentos públicos, el que me remito. En fe de ello y a petición de parte interesada, expido copia en la forma bajo mi firma, rúbrica y sello, en San Juan, Puerto Rico el mismo día, mes y año de su otorgamiento.

Notario Pùblico

